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**Exhibit 1**

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UNITED STATES DISTRICT COURT  
DISTRICT OF ARIZONA

New Parent World, LLC, a New Jersey for-profit corporation (d/b/a My Baby Experts),

Plaintiff,

vs.

True To Life Productions, Inc., an Arizona for-profit corporation; ~~Brightcourse, LLC~~, an Arizona limited liability company; Heritage House '76, Incorporated, an Arizona for-profit corporation; Brandon Monahan, in his individual capacity,

Defendant.

Case No. 3:23-CV-08089-DGC

**FIRST AMENDED COMPLAINT**

**(Copyright Infringement, False Copyright Management, Breach of Contract, Unfair Competition, Breach of Covenant of Good Faith and Fair Dealing, Unjust Enrichment)**

**(Jury Trial Requested)**

Plaintiff, New Parent World, LLC, d/b/a My Baby Experts, ~~(“Plaintiff”)~~, through ~~counsel~~ undersigned counsel, hereby submits this Complaint against Defendants, True To Life Productions, Inc., ~~Brightcourse, LLC~~, Heritage House '76, Incorporated, and Brandon Monahan, ~~(“Defendants”)~~, and alleges as follows:

**JURISDICTION AND VENUE**

1. — 1. — This Complaint alleges claims for Removal of Copyright Information and False Copyright Management Information (17 U.S.C. § 1202 et. seq), Copyright Infringement (17 U.S.C. § 501 et. seq.), False Designation of Origin (15 U.S.C. § 1125 et. seq.) and Arizona common law claims for Breach of Contract, Unfair Competition, ~~and~~ Breach of the Covenant of Good Faith and Fair Dealing, and Unjust Enrichment, as more fully set forth below.

2. — 2. — This Court has jurisdiction pursuant to 28 U.S.C. § 1331 as a civil action arising under the laws of the United States. Pursuant to 28 U.S.C. § 1367(a), this Court retains supplemental jurisdiction over Plaintiff's Arizona common law claims, all of which arise from the same case or controversy.

3. — 3. — Venue in this Court is proper pursuant to 28 U.S.C. § 1391(b)(2). The actions upon which Plaintiff bases its Complaint occurred within the District of Arizona. Additionally, venue in this Court is proper pursuant to 28 U.S.C. § 1391(b)(1). All defendants are residents of the District of Arizona.

### PARTIES

4. — 4. — Plaintiff New Parent World, LLC, d/b/a My Baby Experts, is a New Jersey limited liability company (hereinafter, "My Baby Experts") with a known place of business at 25 Westbury Drive, Sparta, NJ 07871.

5. — 5. — Defendant True To Life Productions, Inc. d/b/a Bright Parents and Bright Course is an Arizona for-profit corporation (hereinafter, "True To Life") with a known place of business at 261 S. 1<sup>st</sup> St E, Snowflake, AZ 85937.

6. Defendant Brightcourse, LLC is an Arizona limited liability company (hereinafter, “Brightcourse”) with a known place of business at 2154 E. Spruce Drive, Chandler, AZ 85286.

6. Defendant Heritage House ’76, Incorporated is an Arizona for-profit corporation (hereinafter, “Heritage House”) with a known place of business at 919 S. Main Street, Snowflake, AZ 85937.

7. Defendant Brandon Monahan (“Monahan”) is the Chairman of the Board of Directors and CEO of True To Life. Monahan is also President and CEO of Heritage House and, upon information and belief, is a resident of the State of Arizona.

## BACKGROUND

8. Plaintiff My Baby Experts has been in the business of creating important original content, including audio and audio-visual works, focused on teaching breastfeeding techniques and improved newborn care to new parents since at least the year 2004.

9. My Baby Experts’ content is registered and protected under United States Copyright Law. My Baby Experts’ copyright registrations applicable to the claims made herein are attached hereto as **Exhibit A**.

10. Beginning in 2010, Defendants Defendant Heritage House began purchasing and distributing My Baby Experts’ content in English and Spanish audio and DVD formats, including its DVD breastfeeding courses entitled “Simply Breastfeeding, the Criso Breastfeeding Method” (hereafter the “Simply Breastfeeding course”) and “Breast Pumps and Briefcases, Breastfeeding for the Working Mom” (hereafter, hereafter the “Breast Pumps and Briefcases course”) (collectively the

“Intellectual Property”). My Baby Experts only provided Heritage House a license to distribute the physical DVD versions of the Intellectual Property.

11. ——— 12. — On April 1, 2019, My Baby Experts entered into a Digital Content Rights Distribution and Royalty Agreement (the “Agreement”) with Defendant True to Life ~~for distribution of the Intellectual Property.~~ which permitted True To Life to distribute the Intellectual Property solely online via the True To Life’s paid subscription website: www.brightcourse.com (the “Bright Course Website”).

13. — The Agreement provides that My Baby Experts, as Grantor, would license the rights to ~~distribute its Intellectual Property via online streaming to True To Life, as Grantee.~~

12. ——— 14. — The Agreement ~~is~~ The Agreement was for a term of two years, with an additional automatic renewal for one successive one-year term, unless terminated by either party not less than 90 days prior to renewal.

13. ——— 15. — The Agreement ~~grants~~ granted True To Life limited “digital streaming rights for the audio, video and/or still image files” for the Intellectual Property in the United States and Canada ~~“through the online subscription Service known as and accessible online at Brightcourse.com.”~~ via the Bright Course Website.

14. ——— 16. — Pursuant to the Agreement, ~~Defendant~~ True To Life expressly undertook to safeguard My Baby Experts’ content and to make it available *only* on the Bright Course Website, on a paid subscription basis for which royalties would be paid to My Baby Experts.

15. ——— 17. — Specifically, Defendant True To Life represented and warranted that:

(a) — ~~(a)~~ Grantee must "...restrict access to the Property to customers of the Service[Bright Course Website] who are accessing the Service[Bright Course Website] on a trial or active subscription basis."

(b) — ~~(b)~~ "The Property shall not be stored in such a way that allows public access or download."

(c) — ~~(c)~~ Grantee must "...exercise the same degree of care" with respect to the Intellectual Property that Grantee exercises with respect to its "own proprietary ~~information~~"; and

(d) — ~~(d)~~ Grantee must not allow My Baby Experts' content to be subject to any "third-party software designed to reproduce the video in downloadable format."

16. — ~~18.~~ By its terms, the Agreement expired on March 31, 2022.

17. — ~~19.~~ On July 20, 2022, BrandonDefendant Monahan provided email notice to My Baby Experts that True To Life was seeking to terminate the Agreement. Monahan committed in that correspondence to "remove [My Baby Experts'] content from Brightcourse on November 17<sup>th</sup>, 2022" and represented that My Baby Experts would "...be paid full royalties for anyone who views [its] content."

18. — ~~20.~~ Following Monahan's correspondence indicating True To Life's intent to terminate the Agreement, My Baby Experts discovered numerous violations of the Agreement, of the United States Copyright Law, and of ~~the~~ Arizona common law by ~~the~~ Defendants.

19. — ~~21.~~ ~~For instance, True To Life breached the Agreement by makingTo start,~~ My Baby ~~Experts'~~ Experts discovered that True To Life made the

Intellectual Property available on the Bright Course Website for free ~~on to~~ subscribers using the Bright Course Website on a trial basis.

20. True To Life also made the Intellectual Property available publicly and for free on a non-restricted online ~~databases, including database,~~ Rumble.com. (“Rumble”). The distribution to Rumble was not inadvertently done, as True To Life publicly hosts other third-party content contained on the Bright Course Website on Rumble, and True To Life has internal training videos teaching its team members how to upload content to Rumble.

21. ——— 22. — Rumble.com is a website repeatedly cited for circulating misleading or deceptive information. True To Life’s publication of True to Life additionally distributed My Baby Experts’ Intellectual Property ~~on that website not only~~ violated the terms of the Agreement as set forth in ¶ 15-17, *infra*, but it also undermined My Baby Experts’ credibility and damaged My Baby Experts’ reputation, content and business to www.reviewonline.org (“Review Online”). Upon information and belief, True To Life Review Online is owned and/or ~~other~~ controlled by Defendants ~~may have~~ intentionally distributed this content in such fashion with the intent to harm the marketability and credibility of. Defendants failed to ever account for, or pay to My Baby Experts, if applicable, earnings received from the Review Online website, nor otherwise pay My Baby Experts in order to license the Intellectual Property for use on the Review Online website.

22. Without authorization or permission, and in breach of the Agreement, True to Life also distributed My Baby Experts’ Intellectual Property to its Bright Parents website: www.brightparents.com (“Bright Parents Website”), which is also a subscription-based platform. Defendants failed to ever account for, or pay to My Baby Experts, if

1 applicable, earnings received as a result of the unauthorized distribution of the Intellectual  
2 Property to the Bright Parents Website, nor otherwise pay My Baby Experts in order to  
3 license the Intellectual Property for use on the Bright Parents Website.

4 23. My Baby Experts is entitled to full disgorgement of Defendants' profits  
5 earned from these unauthorized distributions to Bright Parents, Review Online, and any  
6 other third-party websites, to be determined as discovery continues in this matter.

7 24. Without authorization or permission, and in breach of the Agreement, True  
8 to Life edited, combined, and substantially modified the Intellectual Property by combining  
9 the twelve (12) separate video modules of the 2019 English version of the Simply  
10 Breastfeeding course into five (5) video modules, which were distributed online by  
11 Defendants to the Bright Course Website and other third-party websites.

12 25. True to Life additionally removed two (2) of the video modules from the  
13 2019 English version of the Simply Breastfeeding course entirely without notice or  
14 authorization by My Baby Experts, which were essential for establishing the My Baby  
15 Experts representative as an expert in the newborn and breastfeeding education space.

16 26. True to Life took the same steps outlined in Paragraphs 24-25 related to the  
17 2019 Spanish version of the Simply Breastfeeding course, combining between the English  
18 and Spanish Simply Breastfeeding courses a total of twenty-four (24) video modules into  
19 ten (10) video modules.

20 27. Without authorization or permission, and in breach of the Agreement, True  
21 to Life edited, combined, and substantially modified the Intellectual Property by combining  
22 the ten (10) separate video modules of the 2012 English version of the Simply  
23 Breastfeeding course into four (4) video modules, which were distributed online by



Defendants to the Bright Course Website and other third-party websites. True to Life additionally removed two (2) of the video modules from the 2012 English version of the Simply Breastfeeding course entirely without notice or authorization by My Baby Experts, which were essential for establishing the My Baby Experts representative as an expert in the newborn and breastfeeding education space.

28. True to Life took the same steps outlined in Paragraph 27 related to the 2012 Spanish version of the Simply Breastfeeding course, combining between the English and Spanish versions of the 2012 Simply Breastfeeding course a total of twenty (20) video modules into eight (8) video modules.

29. True To Life additionally combined the eleven (11) separate video modules of the English version of the Breast Pumps and Briefcases course into one (1) video module, which was distributed online by Defendants to the Bright Course Website and other third-party websites.

30. True To Life took the same steps outlined in Paragraph 29 related to the Spanish version of the Breast Pumps and Briefcases course, combining a total of twenty (22) separate video modules into two (2) video modules.

31. True To Life combined sixty-six (66) separate video modules comprising the Intellectual Property into just twenty (20) without My Baby's Experts permission or awareness, and in breach of the Agreement.

32. Pursuant to Section 4 of the Agreement, True To Life and My Baby Experts' agreed that My Baby Experts would receive a pro-rated amount from a total "twenty-five (25%) of net sales from digital subscriptions" for all content hosted on the subscription-based Bright Course Website. According to the Agreement, My Baby Experts would

1 receive its pro-rated share of earnings based on views received on the My Baby Experts  
2 individual video modules. A “View” is defined in the Agreement as a single session of a  
3 subscriber viewing thirty (30) seconds or more of any video module hosted on the Bright  
4 Course website.

5 33. True To Life combined, deleted, or otherwise modified the sixty-six (66)  
6 individual video modules comprising the English and Spanish versions of the Intellectual  
7 Property into just twenty (20) video modules, in an intentional effort to deprive My Baby  
8 Experts from receiving full payment for use of all sixty-six (66) video modules, which  
9 would have resulted in significantly more earnings to My Baby Experts; an unpaid  
10 difference currently estimated to be no less than Sixty-Thousand Ninety-Eight Dollars and  
11 11/100 (\$60,098.11), but likely significantly more.

12 34. Indeed, True To Life failed to account for all views received related to the  
13 Intellectual Property (as noted further below), including but not limited to views earned by  
14 subscribers utilizing the Bright Course Website on a free trial basis.

15 35. Upon the discovery that True To Life had combined My Baby Experts’  
16 content, video modules together, in or about March of 2020, My Baby Experts promptly  
17 addressed the issue with True To Life (in connection with My Baby Experts’ other  
18 concerns related to True To Life’s seemingly inaccurate accounting). In response, True To  
19 Life apologized for the “surprise,” but nonetheless failed to cure the breach, or pay My  
20 Baby Experts in accordance with the Agreement.

21 36. ——— 23. — In The issues of True To Life’s late accounting statements,  
22 seemingly inaccurate accounting, and the combining of the video modules were all issues  
23  
24

that remained unresolved as the My Baby Expert owners were otherwise attempting to navigate not only the loss of a close family member, but also the Covid-19 epidemic.

37. Pursuant to Section 13 of the Agreement, My Baby Experts never waived these breaches by True To Life, and My Baby Experts remains entitled to full and accurate payment for all views received by the Intellectual Property via the combined modules on the Bright Course Website, which, if not combined, would have been counted as individual views for all applicable video module, and significantly more revenue payable to My Baby Experts.

38. My Baby Experts also discovered that in multiple instances, Defendants True To Life removed My Baby Experts' copyright notice when it published My Baby Experts' copyrighted works on Rumble.com and Brightcourse.com., the Bright Course Website, Bright Parents, and other third-party websites, to be determined as discovery continues.

39. ——— 24. ——— Following termination of the Agreement, Defendants concurrently created infringing knockoff videos that are substantially similar to My Baby Experts' own video content, (hereafter the "Infringing Course"), and Defendants marketed those infringing videos its Infringing Course in direct competition with My Baby Experts.

40. ——— 25. ——— Integrally To date, My Baby Experts has identified approximately one hundred sixty (160) instances of word-for-word or almost exact copying of the My Baby Experts Intellectual Property in the Infringing Course.

41. True To Life additionally created derivative works of the Intellectual Property and displayed the derivative works to the public for free, including on the Bright Course website and other third-party websites.

42. For example, upon information and belief, True To Life used the Intellectual Property to create and distribute “recap” videos, which contain various sections of the Simply Breastfeeding course, as well as the Breast Pumps and Briefcases course in English and/or Spanish (the “Recap Videos”). Beyond the unauthorized creation of the Recap Videos, True To Life never accounted to, or paid, My Baby Experts for the views received on the Recap Videos while hosted on the Bright Course Website.

43. Upon information and belief, True To life also created and distributed “preview” videos, which contain various sections of the Simply Breastfeeding course, as well as the Breast Pumps and Briefcases course in English and/or Spanish (the “Preview Videos”).

44. Upon information and belief, True To Life made the Preview Videos viewable to the public, and for free, without permission or authorization from My Baby Experts. True To Life did this in violation of Section 3(a) of Agreement, which specifically states that the Intellectual Property would not be made public in any way.

45. Pursuant to Section 7 of the Agreement, My Baby Experts “maintain[ed] the right of review over the textual content of lesson descriptions, video worksheets, homework, and factsheets” related to the Intellectual Property (hereafter the “Lesson Materials”). My Baby Experts only learned of the creation of Lesson Materials by Defendants after this dispute arose in January of 2023. Other than the accompanying lesson modules created by Heritage House in conjunction with Defendants’ audio-visual productions are various the physical DVDs containing the Intellectual Property, which were reviewed by My Baby Experts in 2020, no other Lesson Materials created by Defendants were ever reviewed, approved, or consented to by My Baby Experts.

46. This includes not only Literature Packs created and sold by Heritage House without authorization or permission by My Baby Experts (of which My Baby Experts never received payment for), but also the Lessons Materials created and distributed by True To Life, specifically: Fact Sheets, Discussion Questions, Literature Packs, Homework, and Worksheets, and Spiritual Applications. Defendants created these products Lesson Materials by copying and transcribing, repeatedly substantially similar or word-for-word, My Baby Experts' copyrighted Intellectual Property: (the Recap Videos, Preview Videos, and Lesson Materials collectively referred to hereafter as the "Derivative Works").

26. Moreover, during the term of the Agreement, True To Life and/or other Defendants distributed Fact Sheets, Discussion Questions, Literature Packs, Homework, and Worksheets bearing Plaintiff's name, symbols, and/or trademarks. Upon information and belief, this false representation deceived potential buyers to believe that Defendants' product was that of, or endorsed by, My Baby Experts.

27. Defendants also Certain Lesson Materials contained not only typos, but misleading and erroneous information, including information that conflicted with My Baby Experts' teachings contained in the Intellectual Property.

48. After creating the Derivative Works by copying and transcribing the information from the Intellectual Property, without authorization, Defendants then added their own copyright symbols to their written works that were copied and transcribed from My Baby Experts' audio-visual Intellectual Property on the Lesson Materials.

28. At least some of the differences that do exist between My Baby Experts' Intellectual Property, and Defendants' copied transcriptions thereof, include misleading and erroneous information.

49. ——— 29. — Defendants' affiliation of My Baby Experts' work product with such misleading and erroneous information has harmed My Baby Expert's credibility and reputation, as the Lesson Materials were not only directly downloadable on the Bright Course Website in association with the My Baby Exerts' Intellectual Property, but also directly downloadable on the Bright Parents Website, which is discoverable from a simple Google search.

50. ——— 30. — Subsequently, Defendants ~~removed~~excluded My Baby Experts' name, symbols, and/or trademarks from ~~their written materials. However, the Lesson Materials entirely, and failed to credit My Baby Experts as an author.~~ Defendants merely reworded the ~~content of those products into colorable imitations of Plaintiff's own copyrighted Intellectual Property, and distributed these products with their own (or otherwise copied it word-for-word) in the creation of the Lesson Materials, and then distributed the Lesson Materials bearing only Defendants' trademarks, brands and copyright notices.~~ Despite their attempts to convert these products into reworded knockoffs

51. — As of the filing of My Baby Experts' ~~the Amended Complaint, Defendants have still failed to remove all copies of the Intellectual Property, Defendants' products still included word for word copied transcriptions of said from their and/or their licensee's online platforms, which Intellectual Property, is discoverable for free via a Google search.~~

52. — Defendants have also failed to remove My Baby Experts' copyrighted content from their Infringing Course and course materials thereto.

**COUNT 1: False Copyright Management Information – 17 U.S.C. § 1202(a)**

**(against all Defendants)**

53. ——— 31. ——— Plaintiff incorporates the foregoing allegations herein as if restated in full.

32. ——— Following termination of the Agreement, Defendants removed Defendants knowingly and with the intent to facilitate and conceal infringement omitted Plaintiff's copyright management information from Plaintiff's copyrighted Intellectual Property including, but not limited to, Plaintiff's copyrighted audio-visual works.

54. ——— 33. ——— Defendants replaced Plaintiff's, and instead, added Defendants' own copyright management information with Defendant's own falsified copyright management information to the Derivative Works.

55. ——— 34. ——— Defendants then created and distributed that content, Derivative Works bearing falsified copyright management information, without seeking or receiving permission to use Plaintiff's copyrighted content, Intellectual Property.

56. ——— 35. ——— Defendants' falsification of copyright management information as to Plaintiff's copyrighted Intellectual Property has harmed Plaintiff's business, damaged Plaintiff's reputation, and caused confusion in the marketplace.

57. Plaintiff seeks statutory damages pursuant to 17 U.S.C. § 1203(c)(3)(B) for an estimated ninety-four (94) violations, in the sum of Twenty-Five Thousand Dollars (\$25,000.00) for each violation, in the amount of Two Million Three Hundred Fifty Thousand Dollars (\$2,350,000).

**COUNT 2: Removal of Copyright Management Information – 17 U.S.C. § 1202(b)**  
**(against all Defendants)**

58. ——— 36. ——— Plaintiff incorporates the foregoing allegations herein as if restated in full.

59. ——— 37. — Following termination of the Agreement, Defendants intentionally removed copyright management information from Plaintiff's copyrighted Intellectual Property.

60. ——— 38. — Defendants created and distributed that the modified Intellectual Property, knowing that the copyright management information had been removed or altered, without authorization from Plaintiff.

61. ——— 39. — Defendants' unauthorized removal of Plaintiff's copyright management information has harmed Plaintiff's business, damaged Plaintiff's reputation, and caused deception and confusion in the marketplace.

62. Plaintiff seeks statutory damages pursuant to 17 U.S.C. § 1203(c)(3)(B) for each violation, currently estimated to be twenty-one (21), in the sum of Twenty-Five Thousand Dollars (\$25,000.00) for each violation, in the currently estimated amount of Five Hundred Twenty-Five Thousand Dollars (\$525,000.00).

**COUNT 3: Copyright Infringement – 17 U.S.C. § 501**

**(against all Defendants)**

63. ——— 40. — Plaintiff incorporates the foregoing allegations herein as if restated in full.

64. ——— 41. — By way of the Agreement Since 2010, and for approximately thirteen (13) years thereafter, Defendants had access to Plaintiff's copyrighted Intellectual Property.

65. ——— 42. — Defendants distributed the Intellectual Property to third party websites without authorization from My Baby Experts, such as to Rumble, Bright Parents



1 and Review Online, including following termination of the Agreement. Defendants have  
2 still failed to remove My Baby Experts' Intellectual Property from all third-party websites.

3 66. Defendants created and distributed ~~Fact Sheets, Discussion Questions,~~  
4 ~~Literature Packs, Homework, and Worksheets~~ by Derivative Works by editing, copying and  
5 transcribing Plaintiff's copyrighted Intellectual Property ~~such that they were identical or~~  
6 ~~substantially similar to Plaintiff's copyrighted works.~~

7 67. ——— 43. ——— Those ~~Fact Sheets, Discussion Questions, Literature Packs,~~  
8 ~~Homework, and Worksheets~~ Derivative Works contained extensive content that was copied  
9 word-for-word or almost exact copying from Plaintiff's copyrighted Intellectual Property.

10 68. ——— 44. ——— Defendants distributed these ~~products~~ Derivative Works,  
11 containing word-for-word transcriptions and/or substantially similar copies of Plaintiff's  
12 copyrighted Intellectual Property, without seeking or receiving permission to use  
13 Plaintiff's copyrighted Intellectual Property.

14 69. ——— 45. ——— Defendants' infringement ~~on~~ of Plaintiff's copyrighted  
15 Intellectual Property has harmed Plaintiff's business.

16 70. Upon information and ~~damaged~~ belief, and as to be determined as discovery  
17 continues, Defendants violated Plaintiff's ~~reputation~~ exclusive copyright through the  
18 unauthorized creation of new derivative works and the distribution of the Intellectual  
19 Property following registration of Plaintiff's copyrights, in six (6) estimated violations,  
20 entitling Plaintiff to seek statutory damages pursuant to 17 U.S.C. § 504(c) for all new  
21 infringements in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00) per  
22 infringement, in the total amount of (\$900,000.00).

23 **COUNT 4: Copyright Infringement – 17 U.S.C. § 501**

**(against all Defendants)**

71. ——— 46. — Plaintiff incorporates the foregoing allegations herein as if  
reinstated in full.

72. ——— 47. — ~~By way of the Agreement~~ Since 2010, and for approximately  
thirteen (13) years thereafter, Defendants had access to Plaintiff's copyrighted Intellectual  
Property.

73. ——— 48. — Following termination of the Agreement, Defendants created  
the Infringing Course, which contains infringing knockoffs of Plaintiff's video content.

74. ——— 49. — Defendants marketed their ~~infringing videos~~ Infringing Course  
in direct competition with Plaintiff.

75. ——— 50. — Defendants directly copied substantial portions of ~~at least two~~  
~~videos licensed for streaming distribution under the Agreement~~ Plaintiff's various courses,  
in English and Spanish, as well as other videos and Intellectual Property owned by Plaintiff.

76. ——— 51. — Defendants' ~~infringing videos are~~ Infringing Course is  
substantially similar ~~to~~, or in many instances, word-for-word exact copies of Plaintiff's  
copyrighted Intellectual Property.

77. ——— 52. — Defendants' infringement of Plaintiffs' Intellectual Property,  
and marketing of their ~~infringing knockoffs~~ Infringing Course in competition with Plaintiff,  
has caused market confusion and harmed Plaintiff's business ~~and damaged Plaintiff's~~  
reputation.

78. Upon information and belief, and as to be determined as discovery continues,  
Defendants violated Plaintiff's exclusive copyright through the unauthorized creation of  
new derivative works and the distribution of the Intellectual Property following registration

of Plaintiff's copyrights, entitling Plaintiff to seek statutory damages pursuant to 17 U.S.C. § 504(c) for all new infringements in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00) per infringement, in the total amount of (\$900,000.00).

**COUNT 5: Copyright Infringement – 17 U.S.C. § 501**

**(against all Defendants)**

79. — 53. — Plaintiff incorporates the foregoing allegations herein as if restated in full.

80. — 54. — ~~By way of the Agreement~~ Since 2010, and for approximately thirteen (13) years thereafter, Defendants had access to Plaintiff's copyrighted Intellectual Property.

81. — 55. — ~~Following~~ At all points relevant, including following termination of the Agreement, Defendants ~~continued to distributed~~ distributed Plaintiff's ~~copyrighted videos~~ Intellectual Property publicly via ~~the online streaming service known as "Rumble.com."~~ and the Bright Course Website.

82. — 56. — Defendants distributed Plaintiff's ~~copyrighted audio visual~~ Intellectual Property without seeking or receiving permission to continue distributing Plaintiff's copyrighted content following expiration of the Agreement.

83. — 57. — ~~While~~ Defendants ~~made some (but not all) of~~ failed to remove the ~~videos private, they never removed the infringing material~~ Intellectual Property from Rumble.com and other third-party websites following Termination, even after Plaintiff notified ~~them~~ Defendants of the copyright infringement. The infringing content was only removed from Rumble after Plaintiff ~~notified~~ issued a DMCA takedown notice to Rumble.com of related to the copyright violation.

84. ——— 58. — The Agreement specifically and expressly prohibited ~~the~~  
~~Grantee, True To Life,~~ from distributing Plaintiff's copyrighted Intellectual Property in  
~~this~~any publicly accessible manner. (and in a way that would allow the public to freely  
download the Intellectual Property), and True To Life had no right of distribution in any  
way following termination of the Agreement.

85. ——— 59. — Upon information and belief, Defendants unjustly profited  
from their unauthorized distribution of Plaintiff's ~~copyrighted videos~~Intellectual Property.

86. ——— 60. — Defendants' unauthorized distribution of Plaintiff's  
~~copyrighted~~Intellectual Property has ~~harmed Plaintiff's~~caused Plaintiff financial loss, and  
damage to its business and ~~damaged~~reputation.

87. Upon information and belief, and as to be determined as discovery continues,  
Defendants violated Plaintiff's exclusive copyright through the unauthorized distribution  
of the Intellectual Property following registration of Plaintiff's ~~reputation, copyrights,~~  
entitling Plaintiff to seek statutory damages pursuant to 17 U.S.C. § 504(c) for all new  
infringements in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00) per  
infringement.

**COUNT 6: Breach of Contract**

**(against Defendant True To Life)**

88. ——— 61. — Plaintiff incorporates the foregoing allegations herein as if  
restated in full.

89. ——— 62. — The Agreement between Plaintiff and True To Life contains  
~~provisions~~covenants that Defendants ~~must~~shall "restrict access to the Property to customers

of the Service who are accessing the [Service\[Bright Course Website\]](#) on a trial or active subscription basis.”

[90. ——— 63. ———](#) The Agreement further provides that the Intellectual Property “shall not be stored in such a way that allows public access or download.”

[91. ——— 64. ———](#) Moreover, the Agreement committed True To Life to “exercise the same degree of care” with regard to Plaintiff’s Intellectual Property as True To Life would exercise with their own proprietary information, and that True To Life must not allow Plaintiff’s Intellectual Property to be subject to any “third-party software designed to reproduce video in downloadable format.”

[92. ——— 65. ———](#) True To Life breached the Agreement by uploading Plaintiff’s Intellectual Property ~~to “publicly and for free on Rumble.com,”~~ [the Bright Course Website, and other third-party websites.](#)

[93. True To Life breached the Agreement by distributing the Intellectual Property to third-party websites, such Bright Parents and Review Online](#) without ~~restriction~~ [only authorization from My Baby Experts.](#)

[94. True To Life breached the Agreement by intentionally withholding payment to customers who were accessing the content on a trial or active subscription basis](#) [My Baby Experts related to revenues received from third-party platforms, if applicable.](#)

[95. True To Life breached the Agreement by combining video modules of the Intellectual Property without authorization, and in a manner that the content was freely accessible by the public.](#) [an effort to deprive My Baby Experts from receiving all revenue due to My Baby Experts for the actual views received by the Intellectual Property on the Bright Course Website.](#)

1            96. ——— 66. — True To Life further True To Life breached the Agreement by  
2 creating the Derivative Works without authorization, and by failing to pay My Baby  
3 Experts for the views received on the Preview Videos and Recap Videos, if applicable.

4            97. True To Life breached the Agreement by failing to provide accurate  
5 payments to My Baby Experts during the term of the Agreement.

6            98. True To Life breached the Agreement by failing to exercise due care with  
7 regard to protection of Plaintiff's Intellectual Property.

8            99. ——— 67. — True To Life's breach breaches of the Agreement has caused  
9 substantial significant financial harm to Plaintiff's business, profits, and the value of  
10 Plaintiff's Intellectual Property. Plaintiff.

11            100. ——— 68. — This matter arises out of contract, and Plaintiff is entitled to an  
12 award of all reasonable attorneys' fees and costs pursuant incurred related to the Agreement  
13 and pursuant to A.R.S. §§ 12-341 & 12-341.01.

14            **COUNT 7: False Designations of Origin, False Descriptions, and Dilution –**

15                            **15 U.S.C. § 1125**

16                            **(against all Defendants)**

17            101. ——— 69. — Plaintiff incorporates the foregoing allegations herein as  
18 if restated in full.

19            102. ——— 70. — Following termination of the Agreement, Defendants  
20 continued to distribute copied and transcribed the content of Plaintiff's Intellectual  
21 Property, bearing into the Lesson Materials without Plaintiff's permission.

22            103. Defendants distributed Plaintiff's Intellectual Property by way of the  
23 Lesson Materials, bearing solely Defendants' name, symbols, and/or trademarks.  
24

104. ——— 71. — Defendants distributed ~~said Intellectual Property~~  
the Lesson Materials without seeking or receiving authorization from Plaintiff.

——— 72. — For instance, Defendants published Plaintiff's Intellectual Property on  
Rumble.com, without permission and without restricting access to viewership.

——— 73. — By publishing Plaintiff's Intellectual Property in a publicly accessible  
manner on Rumble.com, Defendants undermined both Plaintiff's credibility and the  
exclusivity of Plaintiff's products. Upon information and belief, Defendants may have  
intentionally distributed this content in such fashion with the intent to harm Plaintiff's  
marketability and credibility.

105. ——— 74. — Defendants' unauthorized distribution of Plaintiff's  
Intellectual Property, the Lesson Materials bearing Plaintiff's Defendants' name, symbols,  
and/or trademarks constitutes a false designation of origin, false or misleading description  
of fact, and/or false or misleading representation of fact, in that Defendants represented  
that they were the sole creators of the Lesson Materials, diluting the value of Plaintiff's  
Intellectual Property in the relevant marketplace and causing harm to Plaintiff's business.

106. ——— 75. — The aforementioned unauthorized distribution of  
Plaintiff's branded content has the Lesson Materials, which contained typos and, in some  
instances, inaccurate information, also caused confusion, mistake, and/or deception as to  
Defendants' affiliation with Plaintiff and has caused substantial harm to Plaintiff's  
reputation, credibility, and business.

**COUNT 8: False Designations of Origin, False Descriptions, and Dilution**

**15 U.S.C. § 1125**

**COUNT 8: Unfair Competition**

**(against all Defendants)**

107. \_\_\_\_\_ 76. \_\_\_\_\_ Plaintiff incorporates the foregoing allegations herein as if restated in full.

108. \_\_\_\_\_ 77. \_\_\_\_\_ ~~During the course~~ At some point, prior to or after ~~termination~~ of the Agreement, Defendants created ~~Fact Sheets, Discussion Questions, Literature Packs, Homework, and Worksheets bearing the Infringing Course, utilizing content substantially similar or otherwise copied word-for-word from~~ Plaintiff's ~~name, symbols, and/or trademarks without authorization or license from Plaintiff to do so.~~ Intellectual Property.

\_\_\_\_\_ 78. \_\_\_\_\_ Defendants ~~copied and transcribed the content of Plaintiff's audio-visual~~ likely did this because Defendants' breastfeeding network and customer base had ~~been built since 2010 using the My Baby Experts' Intellectual Property into those products identified in,~~ the above paragraph without Plaintiff's permission.

\_\_\_\_\_ 79. \_\_\_\_\_ Moreover, the differences that do exist between Defendants' written products and Plaintiff's Intellectual Property, ~~from which its content~~ was largely copied, ~~include erroneous~~ consistently well-received, and the applicable customer base likely ~~expected a certain quality and misleading presentation of~~ information.

\_\_\_\_\_ 80. \_\_\_\_\_ By associating Plaintiff's name, symbols, and/or trademarks with their unauthorized Fact Sheets, bearing erroneous and misleading information intermingled with content copied from Plaintiff's audio-visual Intellectual property, Defendants harmed Plaintiff's reputation and credibility.

109. \_\_\_\_\_ 81. \_\_\_\_\_ Defendants' unauthorized distribution of Plaintiff's, as previously provided by My Baby Experts' Intellectual Property, ~~bearing Plaintiff's name,~~



1 symbols, and/or trademarks constitutes a false designation of origin, false or misleading  
2 description of fact, and/or false or misleading representation of fact.

3 **COUNT 9: Unfair Competition**

4 110. Defendants had substantial access to the Intellectual Property since  
5 2010, and included My Baby Experts copyrighted content in their Infringing Course.

6 In Defendants' Infringing Course ~~(against all Defendants)~~

7  
8 ~~1. 82. Plaintiff incorporates the foregoing allegations herein as if~~  
9 ~~restated in full.~~

10 111. 83. During the course of the Agreement, Defendants even  
11 used the same stock images and/or videos used in the My Baby Experts' Intellectual  
12 Property.

13 112. Defendants also created Fact Sheets, Discussion Questions, Literature  
14 Packs, Homework, and Worksheets, utilizing content copied lesson materials for the  
15 Infringing Course, which contained substantially similar or word-for-word formcopies of  
16 Plaintiff's videos, and bearing Plaintiff's name, symbols, and/or trademarks, without  
17 authorization or license Lesson Materials, which information was derived from Plaintiff.  
18 This practice led customers to believe that the Intellectual Property.

19 113. Defendants' products were those of Plaintiff, and attempt to try and  
20 maintain its customer base, and the creation of the Infringing Course in that effort  
21 constitutes unlawful "palming off" of Plaintiff's Intellectual Property.

22 84. Following termination of the Agreement, Defendants continued to  
23 distribute Plaintiff's copyrighted Intellectual Property, bearing Plaintiff's name, symbols,  
24 and/or trademarks, again without authorization or license from Plaintiff.

85. Under Arizona common law, Defendants' unauthorized and unlicensed distribution of Plaintiff's Intellectual Property, bearing Plaintiff's name, symbols, and/or trademarks, both during and after the course of the Agreement, constitutes unlawful palming off of Plaintiff's products as Defendants' own.

86. Defendants' aforementioned unauthorized distribution induced buyers to believe that Defendants' product was that of Plaintiff.

87. Moreover, by publishing Plaintiff's Intellectual Property in a publicly accessible manner on Rumble.com, Defendants undermined both Plaintiff's credibility and the exclusivity of Plaintiff's products.

114. 88. Defendants did this intentionally, as, upon information and belief, Defendants created the Infringing Course during the time it was distributing and earning revenue from the Intellectual Property.

115. Defendants' unfair competition by way of the practice of palming off (or "passing off") Defendants' products as that of Plaintiff has misled purchasers as to the source of Defendants' product and has caused substantial financial loss and harm to Plaintiff's business and reputation.

**COUNT 109: Breach of Covenant of Good Faith and Fair Dealing**

**(against Defendant True To Life)**

116. 89. Plaintiff incorporates the foregoing allegations herein as if restated in full.

117. 90. As party to a contract, by way of the Agreement, Plaintiff and Defendant True To Life had a binding and valid Agreement.

118. True To Life had a duty implied by law to act fairly and in good faith.

119. \_\_\_\_\_ 91. \_\_\_\_\_ The duty to act fairly and in good faith requires that neither party do anything that prevents the other party from receiving the benefits of ~~their~~ agreement the Agreement.

120. \_\_\_\_\_ 92. \_\_\_\_\_ True To Life breached this duty by distributing Plaintiff's Intellectual Property freely to the public, ~~in violation of the Agreement~~, on third party platforms such as Rumble.

121. \_\_\_\_\_ 93. \_\_\_\_\_ True To Life breached this duty by distributing Plaintiff's Intellectual Property to unauthorized third-party websites, such as Bright Parents and Review Online, and by additionally failing to ever pay Plaintiff earnings received as a result of these unauthorized distributions, where applicable, or otherwise pay Plaintiff a licensing fee for use on these third-party websites.

122. \_\_\_\_\_ True To Life breached its duty by editing, modifying, and altering the English and Spanish versions of the Simply Breastfeeding course and the Breast Pumps and Briefcases course from sixty-six (66) videos into just twenty (20) video modules, and by creating and distributing the Derivative Works without authorization.

123. \_\_\_\_\_ True To Life significantly altered the Intellectual Property in order to deprive My Baby Experts from receiving the full compensation due to it under the Agreement.

124. \_\_\_\_\_ True To Life further breached this duty by copying Plaintiff's Intellectual Property and utilizing ~~that~~ the copied content to compete directly in the marketplace with Plaintiff.

125. \_\_\_\_\_ 94. \_\_\_\_\_ ~~Moreover~~, True To Life utilized Plaintiff's Intellectual Property, obtained before and during the course term of the Agreement, to create ~~knockoff~~

1 ~~products that are its~~ Infringing Course, which is substantially similar ~~to or word-for-word~~  
2 copying of Plaintiff's ~~own product.~~ Defendant Intellectual Property. True To Life then used  
3 ~~those knockoff products~~ its Infringing Course to ~~again~~ compete directly with Plaintiff.

4 ~~95.~~ 95. Additionally, True To Life published Plaintiff's audio-visual Intellectual  
5 Property to Rumble.com, upon information and belief, with the intent to harm Plaintiff's  
6 credibility and marketability.

7 126. ~~96.~~ Defendant's True To Life's multiple breaches of its duty  
8 to act in good faith and deal fairly ~~have~~ has prevented Plaintiff from receiving the benefits  
9 of the Agreement and has caused substantial financial harm to Plaintiff, in an exact amount  
10 to be determined at trial.

11 **COUNT 10: Unjust Enrichment**

12 **(against all Defendants)**

13 **(in the alternative)**

14 127. Plaintiff incorporates the foregoing allegations herein as if restated in  
15 full.

16 128. ~~have caused harm~~ Defendants were enriched by use of Plaintiff's  
17 Intellectual Property, in that Defendants earned considerable revenue and market  
18 recognition as a result of exploiting the Intellectual Property on the Bright Course Website,  
19 as well as on other third-party websites.

20 129. Plaintiff was impoverished is that Defendants' exploited the  
21 Intellectual Property, including in the creation of the Infringing Course, without fairly  
22 compensating Plaintiff for those uses, and in some instances, without compensating  
23 Plaintiff in any way.

130. A connection exists between Defendants' enrichment and Plaintiff's impoverishment, without any justification as to Defendants' exploitation of the Intellectual Property.

131. Plaintiff is without a remedy provided by law as it relates to Plaintiff's business, all Defendants, and has suffered significant financial loss as a result of Defendants' actions, an exact amount to be determined at trial.

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

a. For equitable relief in the form of a permanent injunction against Defendants' use of any and all of My Baby Experts' Intellectual Property, including:

(i) removing all Intellectual Property from places where published or otherwise used,

(ii) ceasing all use of Fact Sheets and/or other written content copied from the Intellectual Property, and lesson materials and/or derivative works created from the Intellectual Property, and

(iii) ceasing all use of videos contained in the Infringing Course that are substantially similar to the \_\_\_\_\_ Intellectual Property;

b. For direct, incidental, and consequential damages caused by Defendants' numerous violations of federal copyright law and trademark law under 17 U.S.C. §§ 501, 1202, 504, 1203, and 15 U.S.C. § 1125;

c. For direct, incidental, and consequential damages caused by Defendants' breach of contract, unfair competition, and breach of the covenant of good faith and fair dealing, in an amount to be proven at trial;

1 d. For attorneys' fees and costs pursuant to ~~15 U.S.C. § 1117(a) and~~  
2 17 U.S.C. § 505, as well as the Agreement ~~and pursuant to~~ A.R.S. §§ 12-341,  
3 12-341.01, and ~~12-1840~~;

4 e. For interest on such fees and costs, at the maximum legal rate, until  
5 paid in full; and

6 f. For such other and further relief as might be just and proper under  
7 the circumstances of this case.

8 DATED: October 12, 2023.

9 ~~s/David Johns~~ Krystle Delgado  
10 ~~ASPEY WATKINS & DIESEL~~ DELGADO  
11 ENTERTAINMENT LAW, PLLC  
12 ~~Attorneys~~ Attorney for Plaintiff

D

**Exhibit A**



# Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

United States Register of Copyrights and Director

**Registration Number**

**SR 953-546**

**Effective Date of Registration:**

January 31, 2023

**Registration Decision Date:**

March 01, 2023



## Title

**Title of Work:** Breast Pumps and Briefcases, Breastfeeding for the Working Mom (2008)

## Completion/Publication

**Year of Completion:** 2008  
**Date of 1st Publication:** June 18, 2008  
**Nation of 1st Publication:** United States

## Author

- Author:** New Parent World, LLC, dba My Baby Experts  
**Author Created:** sound recording, text  
**Work made for hire:** Yes  
**Citizen of:** United States  
**Domiciled in:** United States

## Copyright Claimant

**Copyright Claimant:** New Parent World, LLC, dba My Baby Experts  
25 Westbury Drive, Sparta, NJ, 07871

## Rights and Permissions

**Organization Name:** Aspey, Watkins & Diesel PLLC  
**Name:** David J Johns  
**Email:** djohns@awdlaw.com  
**Telephone:** (928)774-1478  
**Alt. Telephone:** (928)864-6224  
**Address:** 123 N. San Francisco St., Suite 300  
Flagstaff, AZ 86001 United States



**Certification**

---

**Name:** David J Johns  
**Date:** January 27, 2023

---

# Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Shirley Palmatter*  
United States Register of Copyrights and Director

Registration Number

**SR 951-547**

Effective Date of Registration:

February 03, 2023

Registration Decision Date:

February 14, 2023



## Title

Title of Work: Breast Pumps and Briefcases, Breastfeeding for the Working Mom (2009)

## Completion/Publication

Year of Completion: 2009  
Date of 1st Publication: October 10, 2009  
Nation of 1st Publication: United States

## Author

• Author: New Parent World, LLC, dba My Baby Experts  
Author Created: sound recording, text  
Work made for hire: Yes  
Citizen of: United States  
Domiciled in: United States

## Copyright Claimant

Copyright Claimant: New Parent World, LLC, dba My Baby Experts  
25 Westbury Drive, Sparta, NJ, 07871

## Limitation of copyright claim

Material excluded from this claim: sound recording, 2008 content

New material included in claim: new sound recording, additional content

## Rights and Permissions

Organization Name: Aspey, Watkins & Diesel PLLC  
Name: David J Johns  
Email: djohs@awdlaw.com  
Telephone: (928)774-1478  
Alt. Telephone: (928)864-6224

**Address:** 123 N. San Francisco St., Suite 300  
Flagstaff, AZ 86001 United States

## **Certification**

---

**Name:** David J Johns  
**Date:** January 27, 2023

---

**Correspondence:** Yes



# Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Shira Perlmutter*

United States Register of Copyrights and Director

**Registration Number**

**PA 2-396-849**

**Effective Date of Registration:**

January 31, 2023

**Registration Decision Date:**

February 15, 2023

## Title

**Title of Work:** Breast Pumps and Briefcases, Breastfeeding for the Working Mom (2015 Spanish)

## Completion/Publication

**Year of Completion:** 2015  
**Date of 1st Publication:** August 15, 2015  
**Nation of 1st Publication:** United States

## Author

• **Author:** New Parent World, LLC DBA My Baby Experts  
**Author Created:** entire motion picture  
**Work made for hire:** Yes  
**Citizen of:** United States  
**Domiciled in:** United States

## Copyright Claimant

**Copyright Claimant:** New Parent World, LLC DBA My Baby Experts  
25 Westbury Drive, Sparta, NJ, 07871, United States

## Limitation of copyright claim

**Material excluded from this claim:** script/screenplay, previously registered motion picture in English  
**Previous registration and year:** PA0002396184, 2023

**New material included in claim:** production as a motion picture, revisions/additions to script, dubbed in Spanish

## Rights and Permissions

**Organization Name:** Aspey, Watkins & Diesel PLLC  
**Name:** David J Johns  
**Email:** djohns@awdlaw.com



**Telephone:** (928)774-1478  
**Alt. Telephone:** (928)864-6224  
**Address:** 123 N. San Francisco St., Suite 300  
Flagstaff, AZ 86001 United States

## **Certification**

---

**Name:** David J Johns  
**Date:** January 27, 2023

---

**Copyright Office notes:** Regarding previous registration and material excluded: Amended from Copyright Office records.



# Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Shirley Perlmutter*  
United States Register of Copyrights and Director

Registration Number

**PA 2-396-184**

Effective Date of Registration:

February 03, 2023

Registration Decision Date:

February 13, 2023



## Title

**Title of Work:** Breast Pumps and Briefcases, Breastfeeding for the Working Mom (2015)

## Completion/Publication

**Year of Completion:** 2015  
**Date of 1st Publication:** August 15, 2015  
**Nation of 1st Publication:** United States

## Author

- Author:** New Parent World, LLC, dba My Baby Experts  
**Author Created:** entire motion picture  
**Work made for hire:** Yes  
**Citizen of:** United States  
**Domiciled in:** United States

## Copyright Claimant

**Copyright Claimant:** New Parent World, LLC, dba My Baby Experts  
25 Westbury Drive, Sparta, NJ, 07871, United States

## Limitation of copyright claim

**Material excluded from this claim:** script/screenplay, Sound recording of script, prior version(2008)  
**Previous registration and year:** SR0000951547, 2023

**New material included in claim:** production as a motion picture, revisions/additions to script

## Rights and Permissions

**Organization Name:** Aspey, Watkins & Diesel PLLC  
**Name:** David J Johns  
**Email:** djohs@awdlaw.com  
**Telephone:** (928)774-1478



**Alt. Telephone:** (928)864-6224  
**Address:** 123 N. San Francisco St., Suite 300  
Flagstaff, AZ 86001 United States

## **Certification**

---

**Name:** David J Johns  
**Date:** January 27, 2023

---

**Correspondence:** Yes



# Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Shira Perlmutter*

United States Register of Copyrights and Director

Registration Number

**PA 2-396-942**

Effective Date of Registration:

January 31, 2023

Registration Decision Date:

February 15, 2023



## Title

Title of Work: Simply Breastfeeding:The Criso Breastfeeding Method (2008)

## Completion/Publication

Year of Completion: 2008

Date of 1st Publication: June 18, 2008

Nation of 1<sup>st</sup> Publication: United States

## Author

- Author: New Parent World, LLC DBA My Baby Experts
- Author Created: entire motion picture
- Work made for hire: Yes
- Citizen of: United States
- Domiciled in: United States

## Copyright Claimant

Copyright Claimant: New Parent World, LLC DBA My Baby Experts  
25 Westbury Drive, Sparta, NJ, 07871, United States

## Rights and Permissions

Organization Name: Aspey, Watkins & Diesel PLLC  
Name: David J Johns  
Email: djohns@awdlaw.com  
Telephone: (928)774-1478  
Alt. Telephone: (928)864-6224  
Address: 123 N. San Francisco St., Suite 300  
Flagstaff, AZ 86001 United States



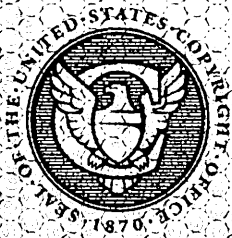
## Certification

---

**Name:** David J Johns  
**Date:** January 27, 2023

---

# Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Shirley P. Krumholz*  
United States Register of Copyrights and Director

Registration Number

**PA 2-396-143**

Effective Date of Registration:

February 03, 2023

Registration Decision Date:

February 13, 2023



## Title

Title of Work: Simply Breastfeeding: The Criso Breastfeeding Method (2009)

## Completion/Publication

Year of Completion: 2009  
Date of 1st Publication: October 10, 2009  
Nation of 1st Publication: United States  
International Standard Number: 00495612995

## Author

• Author: New Parent World, LLC, dba My Baby Experts  
Author Created: entire motion picture  
Work made for hire: Yes  
Citizen of: United States  
Domiciled in: United States

## Copyright Claimant

Copyright Claimant: New Parent World, LLC, dba My Baby Experts  
25 Westbury Drive, Sparta, NJ, 07871, United States

## Limitation of copyright claim

Material excluded from this claim: script/screenplay, previously published material (2008 version)

New material included in claim: additional new footage, revisions/additions to script

## Rights and Permissions

Organization Name: Aspey, Watkins & Diesel PLLC  
Name: David J Johns  
Email: djohns@awdlaw.com  
Telephone: (928)774-1478

**Alt. Telephone:** (928)864-6224  
**Address:** 123 N. San Francisco St., Suite 300  
Flagstaff, AZ 86001 United States

## **Certification**

---

**Name:** David J Johns  
**Date:** January 27, 2023

---

**Correspondence:** Yes



# Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Shirley Perlmutter*  
United States Register of Copyrights and Director

**Registration Number**

**PA 2-396-869**

**Effective Date of Registration:**

January 31, 2023

**Registration Decision Date:**

February 15, 2023



## Title

**Title of Work:** Simply Breastfeeding:The Criso Breastfeeding Method (2012 Spanish)

## Completion/Publication

**Year of Completion:** 2012

**Date of 1st Publication:** November 15, 2012

**Nation of 1<sup>st</sup> Publication:** United States

## Author

• **Author:** New Parent World, LLC DBA My Baby Experts  
**Author Created:** entire motion picture  
**Work made for hire:** Yes  
**Citizen of:** United States  
**Domiciled in:** United States

## Copyright Claimant

**Copyright Claimant:** New Parent World, LLC DBA My Baby Experts  
25 Westbury Drive, Sparta, NJ, 07871, United States

## Limitation of copyright claim

**Material excluded from this claim:** script/screenplay, preexisting footage

**Previous registration and year:** pending

**New material included in claim:** additional new footage, revisions/additions to script, Dubbed in Spanish

## Rights and Permissions

**Organization Name:** Aspey, Watkins & Diesel PLLC

**Name:** David J Johns

**Email:** djohns@awdlaw.com

**Telephone:** (928)774-1478



**Alt. Telephone:** (928)864-6224  
**Address:** 123 N. San Francisco St., Suite 300  
Flagstaff, AZ 86001 United States

## **Certification**

---

**Name:** David J Johns  
**Date:** January 27, 2023

---



# Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Shirley Perlmutter*

United States Register of Copyrights and Director

**Registration Number**

**PA 2-396-929**

**Effective Date of Registration:**

January 31, 2023

**Registration Decision Date:**

February 15, 2023



## Title

**Title of Work:** Simply Breastfeeding: The Criso Breastfeeding Method (2012)

## Completion/Publication

**Year of Completion:** 2012

**Date of 1st Publication:** November 15, 2012

**Nation of 1st Publication:** United States

## Author

- Author:** New Parent World, LLC DBA My Baby Experts
- Author Created:** entire motion picture
- Work made for hire:** Yes
- Citizen of:** United States
- Domiciled in:** United States

## Copyright Claimant

**Copyright Claimant:** New Parent World, LLC DBA My Baby Experts  
25 Westbury Drive, Sparta, NJ, 07871, United States

## Limitation of copyright claim

**Material excluded from this claim:** script/screenplay, preexisting footage

**Previous registration and year:** PA0002396143, 2023

**New material included in claim:** additional new footage, revisions/additions to script

## Rights and Permissions

**Organization Name:** Aspey, Watkins & Diesel PLLC

**Name:** David J Johns

**Email:** djohns@awdlaw.com

**Telephone:** (928)774-1478



**Alt. Telephone:** (928)864-6224  
**Address:** 123 N. San Francisco St., Suite 300  
Flagstaff, AZ 86001 United States

## **Certification**

---

**Name:** David J Johns  
**Date:** January 27, 2023

---

**Copyright Office notes:** Regarding previous registration: Registration number added from Copyright Office records.



# Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Shirley Perlmutter*

United States Register of Copyrights and Director

**Registration Number**

**PA 2-396-939**

**Effective Date of Registration:**

January 31, 2023

**Registration Decision Date:**

February 15, 2023



## Title

**Title of Work:** Simply Breastfeeding:The Criso Breastfeeding Method (2019 Spanish)

## Completion/Publication

**Year of Completion:** 2019

**Date of 1st Publication:** November 01, 2019

**Nation of 1<sup>st</sup> Publication:** United States

## Author

- Author:** New Parent World, LLC DBA My Baby Experts
- Author Created:** entire motion picture
- Work made for hire:** Yes
- Citizen of:** United States
- Domiciled in:** United States

## Copyright Claimant

**Copyright Claimant:** New Parent World, LLC DBA My Baby Experts  
25 Westbury Drive, Sparta, NJ, 07871, United States

## Limitation of copyright claim

**Material excluded from this claim:** script/screenplay, previously registered motion picture in English  
**Previous registration and year:** PA0002396147, 2023

**New material included in claim:** additional new footage, revisions/additions to script, Dubbed in Spanish

## Rights and Permissions

**Organization Name:** Aspey, Watkins & Diesel PLLC  
**Name:** David J Johns  
**Email:** djohns@awdlaw.com  
**Telephone:** (928)774-1478



**Alt. Telephone:** (928)864-6224  
**Address:** 123 N. San Francisco St., Suite 300  
Flagstaff, AZ 86001 United States

## **Certification**

---

**Name:** David J Johns  
**Date:** January 27, 2023

---

**Copyright Office notes:** Regarding previous registration and material excluded: Added from Copyright Office records.



# Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

United States Register of Copyrights and Director

**Registration Number**

**PA 2-396-147**

**Effective Date of Registration:**

February 03, 2023

**Registration Decision Date:**

February 13, 2023



## Title

**Title of Work:** Simply Breastfeeding: The Criso Breastfeeding Method (2019)

## Completion/Publication

**Year of Completion:** 2019  
**Date of 1st Publication:** November 01, 2019  
**Nation of 1st Publication:** United States

## Author

- Author:** New Parent World, LLC, dba My Baby Experts  
**Author Created:** entire motion picture  
**Work made for hire:** Yes  
**Citizen of:** United States  
**Domiciled in:** United States

## Copyright Claimant

**Copyright Claimant:** New Parent World, LLC, dba My Baby Experts  
25 Westbury Drive, Sparta, NJ, 07871, United States

## Limitation of copyright claim

**Material excluded from this claim:** script/screenplay, prior versions (2008, 2009, 2012)  
**Previous registration and year:** PA0002396143, 2023

**New material included in claim:** additional new footage, revisions/additions to script

## Rights and Permissions

**Organization Name:** Aspey, Watkins & Diesel PLLC  
**Name:** David J Johns  
**Email:** djohns@awdlaw.com  
**Telephone:** (928)774-1478



**Alt. Telephone:** (928)864-6224  
**Address:** 123 N. San Francisco St., Suite 300  
Flagstaff, AZ 86001 United States

## **Certification**

---

**Name:** David J Johns  
**Date:** January 27, 2023

---

**Correspondence:** Yes